

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 71 pages

1. Purchase Authority: Public Law 92-218 as amended.			
2. Request For Proposal (RFP) Number:	3. Issue Date:	4. Just In Time: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV, Section L.	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV, Section L.
NIH-DC-01-12	09/27/01		

6. **TITLE:** The Neurophysiological Effects of Simulated Auditory Prosthesis Stimulation

7. ISSUED BY: National Institutes of Health Division of Research Acquisition, OLAO/OA/OD 6100 Executive Boulevard, MSC 7540 Room 6E01 Bethesda, Maryland 20892-7540	8. SUBMIT OFFERS TO: See Part III, Section J, Attachment 1, Packaging and Delivery of the Proposal.
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9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place designated and quantity specified in Part III, Section J, Attachment 1, until **4:00 p.m.**, local time, **November 27, 2001**. Offers will be valid for 120 days unless a different period is specified by the offeror on the attachment entitled, "Proposal Summary and Data Record, NIH 2043."

10. **This solicitation requires delivery of proposals to two different locations. The official point of receipt for determining a timely proposal is the Division of Research Acquisition, OLAO/OA/OD (see Part III, Section J, Attachment 1). If your proposal is not received by the Contracting Officer or his/her designee at the place and time specified for receipt, it will be considered late and handled in accordance with HHSAR Clause 352.215-70, Late Proposals and Revisions, located on page 26 of this solicitation.**

11. Offeror must provide its full name, complete address (including street, city, county, state, and zip code), electronic address, and facsimile number.

12. FOR INFORMATION CALL: John P. DeCenzo, Contracting Officer
 PHONE: (301) 496-4487
 E-MAIL: jd93o@nih.gov
 COLLECT CALLS WILL NOT BE ACCEPTED.

13. Table of Contents on following page.

NOTES:

1. Offerors are responsible for routinely checking the Division of Research Acquisition's Web site (<http://ocm.od.nih.gov/drc/rfp.htm>) for any amendments to the solicitation. Individual notifications will not be provided.
2. The Government intends to evaluate proposals and award a contract without discussions with offerors. See Section L - Instructions, Conditions and Notices to Offerors, paragraph 1.a., Instructions to Offerors-Competitive Acquisition (FAR Clause 52.215-1).

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PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR [I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE (E.G., NONPROFIT, COMMERCIAL) AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL] WILL BE DETERMINED BEFORE AWARD AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The objective of this contract is to develop new methods of electrically stimulating the auditory system to improve the information transfer in auditory prostheses.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This Article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: (1) acquisition, by purchase or lease, of any interest in real property; (2) special rearrangement or alteration of facilities; (3) purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; (4) travel costs; (5) consultant costs; (6) subcontract costs; (7) patient care costs; (8) accountable Government property; and (9) research funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 2, dated September 2001, attached hereto and made a part of this solicitation.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials will be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this Article, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

National Institutes of Health
National Institute on Deafness and Other Communication Disorders
Bethesda, Maryland 20892

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

FAR Clause No. 52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

- a. Satisfactory performance of this contract shall occur upon performance of the work described in SECTION C and acceptance by the Contracting Officer, or duly authorized representative, of the items specified below. The items shall be delivered F.O.B. Destination, as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), in accordance with the stated delivery schedule.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Schedule</u>
(1)	Quarterly Progress Report	2	Quarterly. Reports shall be due on or before the 30th calendar day following the close of the reporting period. A quarterly report is not due for the final quarterly period of the contract.
(2)	Final Report	2	On or before the contract expiration date.

- b. The above items shall be addressed and delivered to:

<u>Addressee</u>	<u>Deliverable Item No.</u>	<u>Quantity</u>
Project Officer National Institutes of Health National Institute on Deafness and Other Communication Disorders Bethesda, Maryland 20892	(1) and (2)	1
Contracting Officer National Institutes of Health Division of Research Acquisition, OLAO/OA/OD Room 6E01 6100 Executive Boulevard, MSC 7540 Bethesda, Maryland 20892-7540	(1) and (2)	1

ARTICLE F.2. CLAUSES INCORPORATED BY REFERENCE - FAR 52.252-2 (JUNE 1988)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this solicitation will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

[To be specified at time of award]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated into this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

[To be specified at time of award]

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4, are attached and made part of this contract. These instructions and the following directions for submission of the combined Invoice/Financing Request and Contract Financial Report must be followed to meet the requirements of a "proper" payment request, pursuant to FAR 32.9.
- b. The combined Invoice/Financing Request and Contract Financial Report shall be submitted concurrently as follows:
 - (1) An original and one copy to the following approving official:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO/OA/OD
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

- (2) One copy to the following program official:

Project Officer
National Institutes of Health
National Institute on Deafness and Other Communication Disorders
Bethesda, Maryland 20892

- c. Inquiries regarding payments shall be directed to the Contracting Officer at (301) 496-4487.

ARTICLE G.4. GOVERNMENT PROPERTY

If this solicitation results in the use of Government-Furnish Property or Contractor-Acquired Property (other than real property), this Article will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990).

ARTICLE G.5. POST AWARD EVALUATION OF PAST PERFORMANCE

Interim and final evaluations of contractor performance will be prepared for this contract in accordance with FAR Subpart 42.15. The Contracting Officer will determine the frequency with which interim evaluations will be prepared. The final evaluation will be prepared when all work under the contract is completed.

An evaluation report will be provided to the contractor as soon as practicable after completion of each evaluation. The Contractor will have thirty days to review the report and submit to the Contracting Officer any comments, rebutting statements, or additional information. Any disagreements between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.2. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

- a. Pursuant to Public Law(s) cited in paragraph b., below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997, Presidential Memorandum, Federal funds may not be used for cloning of human beings.

- (2) The Contractor shall submit one copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The Contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, D.C., at (202) 205-6475, for the correct address, if unknown.

ARTICLE H.6. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patent care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future HHS appropriation acts.

b.	<u>Public Law No.</u>	<u>Fiscal Year</u>	Dollar Amount of <u>Salary Limitation *</u>
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[applicable information to be included at time of award]

* Currently this amount is \$161,200 and will remain at this level until such time as the Executive Level I is increased. See the following web site for FY-01 Executive Level I rates of pay: <http://www.opm.gov/oca/01tables/execs/es/html/01execsc.htm>.

ARTICLE H.7. PUBLICATION AND PUBLICITY

The Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute on Deafness and Other Communication Disorders, National Institutes of Health, under Contract No. _____.

ARTICLE H.8. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with

Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b. Public Law and Section No. Fiscal Year Period Covered

[applicable information to be included at time of award]

ARTICLE H.9. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on <http://www3.od.nih.gov/oma/manualchapters/management/1754/>.

ARTICLE H.10 ANTI-LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. Public Law and Section No. Fiscal Year Period Covered

[applicable information to be included at time of award]

ARTICLE H.11. INVENTION REPORTING REQUIREMENT

All reports and documentation required by FAR Clause 52.227-11 including, but not limited to, the invention disclosure report, the confirmatory license, and the government support certification, shall be directed to the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1140A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of the annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer at the address listed below. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted within 90 days after contract expiration to the following address:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO/OA/OD
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.iedison.gov>), or by contacting the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH.

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS SOLICITATION. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT AWARDED FROM THIS SOLICITATION.

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE

<u>NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	May 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions

52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Mar 2000	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Oct 2000	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Aug 1996	Convict Labor
52.222-26	Feb 1999	Equal Opportunity
52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	Feb 2000	Buy American Act - Balance of Payments Program - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	May 2001	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Dec 1998	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)

52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE

<u>NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publication and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - Rev. 5/2001].

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications of clauses other than the General Clauses, which will be based on the type of contract/contractor, will be determined at the time of award. It is expected that the following adjustments to the General Clauses will be included in the resultant contract.

a. The following clauses are deleted in their entirety:

- (1) FAR Clause 52.215-10, Price Reduction for Defective Cost or Pricing Data (OCTOBER 1997).
- (2) FAR Clause 52.215-12, Subcontractor Cost or Pricing Data (OCTOBER 1997).
- (3) FAR 52.215-14, Integrity of Unit Prices (OCTOBER 1997).
- (4) FAR Clause 52.215-15, Pension Adjustments and Asset Reversions (DECEMBER 1998).
- (5) FAR Clause 52.215-18, Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (OCTOBER 1997).
- (6) FAR Clause 52.215-19, Notification of Ownership Changes (OCTOBER 1997).

b. The following clauses are added:

- (1) Alternate IV (OCTOBER 1997) of FAR Clause 52.215-21, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (OCTOBER 1997).
- (2) Alternate II (OCTOBER 2000) of FAR Clause 52.219-9, Small Business Subcontracting Plan (OCTOBER 2000).

c. FAR Clause 52.232-20, Limitation of Cost, is deleted in its entirety and FAR Clause 52.232-22, Limitation of Funds (APRIL 1984) is substituted therefor. Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/contractor shall be determined at the time of award. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, unless otherwise noted, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. FAR clauses are also available on the Internet at <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

- (1) FAR 52.216-15, Predetermined Indirect Cost Rates (APRIL 1998).
- (2) FAR 52.217-2, Cancellation Under Multiyear Contracts (JULY 1996).
- (3) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).

"(c) Waiver of evaluation preference.....

[] Offeror elects to waive the evaluation preference."

- (4) FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (MAY 2001).

"(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--...."

- (5) FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCTOBER 1999).

- (6) Alternate I (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).

- (7) Alternate IV (JUNE 1987), FAR 52.227-14, Rights in Data - General (JUNE 1987).

- (8) Alternate V (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).

Specific data items that are not subject to paragraph (j) include: none.

- (9) FAR 52.227-16, Additional Data Requirements (JUNE 1987).

- (10) FAR 52.230-2 through 52.230-6, Cost Accounting Standards (CAS) clauses. *The appropriate clause(s) for a CAS-covered contract will be determined at the time of award.*

- (11) FAR 52.246-23, Limitation of Liability (FEBRUARY 1997).

- b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION/PUBLIC HEALTH SERVICE ACQUISITION REGULATION (HHSAR)/(PHSAR) (48 CHAPTER 3) CLAUSES:

HHSAR 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001).

- c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clause is attached and made a part of this contract:

NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor will be determined prior to award. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clause in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

- a. FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

- (a) Definitions. As used in this clause--

Commercial item, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

[The remainder of this page is intentionally left blank.]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Packaging and Delivery of the Proposal, September 1997, 2 pages.
2. Statement of Work, September 2001, 3 pages.
3. Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4⁴, May 1997, 5 pages.
4. Small Business Subcontract Plan², October 2000, 7 pages.
5. Safety and Health Clause, HHSAR 352.223-70⁴, January 2001, 1 page.
6. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)⁴, April 1984, 1 page.
7. Disclosure of Lobbying Activities, OMB Form SF-LLL², December 1989, 3 pages.
8. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)², June 1982, 2 pages.
9. Contact Points², July 1991, 1 page.
10. Technical Proposal Cost Information¹, December 1988, 1 page.
11. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours², September 1992, 2 pages.
12. Summary of Related Activities¹, March 1984, 1 page.
13. Government Notice for Handling Proposals¹, January 2001, 1 page.

Footnotes:

1. These forms must be completed (where applicable) and submitted with the Technical Proposal.
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. These forms will be attached to any contract resulting from this solicitation.
5. Submission instructions are contained on the form.
6. Complete this form as soon as possible and return as indicated on the form.
7. If applicable, this form is to be completed and submitted with the Technical Proposal. **ALL INSTITUTIONS MUST HAVE THE FORM REVIEWED AND APPROVED BY THEIR INSTITUTIONAL REVIEW COMMITTEE.**
8. Submission Instructions are contained in Section L.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated)

The Representations and Certifications required by this acquisition can be accessed through the Internet at the following address:

<http://rcb.nci.nih.gov/forms/rcneg.pdf>.

If you are unable to access this document, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS AND SUBMIT THEM AS PART OF YOUR BUSINESS PROPOSAL. REPRESENTATIONS AND CERTIFICATIONS ARE ALSO REQUIRED FROM ALL PROPOSED SUBCONTRACTORS.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (May 2001)]**

(a) *Definitions.* As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- (I) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

“Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation.”

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.

- (4) **The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.**

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

b. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (Section K of this solicitation), specifically, the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 500 employees.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, except foreign acquisitions, the inclusion of the North American Industry Classification System (NAICS) code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated in Section I.3., offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. (Note: A listing of other offerors who are excepted and will not have this evaluation factor added to their offer may be found in subparagraph (b) of FAR Clause 52.219-23.

A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

IF A SMALL DISADVANTAGED BUSINESS CONCERN ELECTS TO WAIVE THE EVALUATION ADJUSTMENT, IT SHALL SPECIFICALLY STATE SO ON THE COVER PAGE OF THE BUSINESS PROPOSAL.

d. TYPE OF CONTRACT AND NUMBER OF AWARDS

It is anticipated that one award will be made from this solicitation and that the award will be made on/about September 30, 2002.

It is anticipated that the award from this solicitation will be a multi-year, completion type, cost-reimbursement contract, with a term of four years. It is also anticipated that incremental funding will be used for this contract.

e. ESTIMATE OF EFFORT

To assist you in the preparation of your proposal, the Government considers the total effort to be approximately 22,880 labor hours (based on a work-year equaling 2,080 hours) or 11.0 full-time-equivalent level of effort. Although not to be considered restrictive for proposal purposes, the Government estimates the labor hours/level of effort to be made up as follows:

Labor Hours/Level of Effort

<u>Labor Category</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Total</u>
Professional	2,600/1.25	2,600/1.25	2,600/1.25	2,600/1.25	10,400/5.00
Technical	<u>3,120/1.50</u>	<u>3,120/1.50</u>	<u>3,120/1.50</u>	<u>3,120/1.50</u>	<u>12,480/6.00</u>
Total	5,720/2.75	5,720/2.75	5,720/2.75	5,720/2.75	22,880/11.00

f. **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. Any other commitment, either explicit or implied, is invalid.

g. **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this solicitation. Communications with other officials may compromise the competitiveness of this acquisition and result in its cancellation.

h. **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to this acquisition. The Contracting Officer will notify offerors promptly in writing when their proposals are eliminated from the competition or are not selected for award.

i. **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration will be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors are specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

j. **PREPARATION COSTS**

This solicitation does not commit the Government to pay for the preparation and submission of a proposal.

k. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
National Institutes of Health
Division of Research Acquisition, OLAO/OA/OD
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

I. LATE PROPOSALS AND REVISIONS, HHSAR 352.215-70

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, a proposal received after the date specified for receipt may be considered if it offers significant cost or technical advantages to the Government; and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

(End of provision)

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions establish the acceptable minimum requirements for the format and content of proposals.

(1) Contract Type and General Clauses

It is contemplated that a completion type, cost-reimbursement contract will be awarded (see General Information). Any resultant contract will include the clauses applicable to the selected offeror's organization and type of contract awarded, as required by Public Law, Executive Order, or acquisition regulations in effect at the time of contract award.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this solicitation. The proposal shall be marked, addressed, and submitted in the number of copies specified in the attachment entitled PACKAGING AND DELIVERY OF THE PROPOSAL, Part III, Section J, hereof. Proposals must be typewritten, paginated, reproduced on letter size paper and must be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the solicitation should be placed in the following order:

I. COVER PAGE

Include solicitation title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, table of contents, and the information requested in the Technical Proposal Instructions and SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, table of contents, and the information requested in the Business Proposal Instructions and SECTION J, List of Attachments.

(3) Proposal Summary and Data Record (NIH-2043)

The Offeror must complete Form NIH-2043, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations, if necessary. (See Section J, attachment entitled PROPOSAL SUMMARY AND DATA RECORD.)

(4) **Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (see attachment entitled TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS). However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this solicitation, shall be clearly identified.

(6) **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M, of this solicitation.

(7) **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(8) **Care of Live Vertebrate Animals**

- a. The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to Offerors of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects -- (September 1985)

The Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), PHS, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its

members, to oversee the institution's animal program, facilities and procedures. No PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OER, OLAW. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OER, OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OER, OLAW, may be contacted at Rockledge Center I - Suite 1050, 6705 Rockledge Drive, Bethesda, MD 20817, (301) 496-7163, ext 234. FAX copies are of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

b. If an Animal Assurance is already in place, the offeror's proposal shall include:

- The Animal Welfare Assurance number.
- The date last certified by OLAW. (i.e. assurance letter from OLAW)
- Evidence of recent AAALAC Accreditation.

(9) Privacy Act

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this solicitation pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(10) Selection of Offerors

- (a) The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the solicitation, using point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- (b) The business portion of each contract proposal will be subjected to a cost or price evaluation and business analysis.
- (c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal or to resolve minor or clerical errors.

- (d) If the Government determines that discussions are necessary, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. [Note: Communications with offerors before establishment of the competitive range may be necessary for reasons specified in FAR 15.306(b).] Oral or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposal are subject to discussions, including cost, technical approach, past performance (if applicable), SDB participation, and contractual terms and conditions. At the conclusion of discussions, each offeror in the competitive range will be given an opportunity to submit a final proposal revision.
- (e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

(11) **Small Business Subcontracting Plan**

**** *This document shall be submitted with the initial proposal.*****

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of FAR Clause 52.219-9, Small Business Subcontracting Plan (October 2000), with Alternate II (October 2000).

- (a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- (b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- (c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
 - (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
 - (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- (d) Each plan must contain the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small, small disadvantaged, women-owned, and HUBZone small business concerns as subcontractors.
- (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, and HUBZone Small Businesses.
- (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, women-owned and/or HUBZone small business concerns.
- (4) A description of the method used to develop the subcontracting goals.
- (5) A description of the method used to identify potential sources for solicitation purposes.
- (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with small, small disadvantaged, women-owned, and HUBZone small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, and HUBZone small business concerns have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, women-owned, and HUBZone small business concerns and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan (October 2000), with Alternate II (October 2000), and the Sample Subcontracting Plan, which is provided as an attachment to this solicitation in SECTION J.

(12) HUBZone Small Business Concerns

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

(13) Extent of Small Disadvantaged Business Participation

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized NAICS Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b)). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business" is cited in FAR 19.001.

The factor entitled "Extent of Small Disadvantaged Business Participation" as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes. Credit under this evaluation factor is not available to SDB concerns that receive a

Price Evaluation Adjustment (PEA) under FAR 19.11. Therefore, an SDB will be evaluated on this factor only if that SDB concern waives the PEA. **Waiver of the price evaluation adjustment shall be clearly stated in the proposal.**

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) code, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at: <http://www.sba.gov/size/NAICS-cover-page.html>.

The Department of Commerce website for the annual determination is: <http://www.arnet.gov/References/sdbadjustments.htm>.

Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Subsector(s). The applicable authorized NAICS Subsector(s) for this project is (are) identified elsewhere in this RFP. A total target for SDB participation by the prime contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. **This information shall be provided in one clearly marked section of the Business Proposal, which shall describe the extent of participation of SDB concerns in the performance of the contract.**

If the evaluation factor in this solicitation includes an SDB evaluation factor or subfactor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation. An example of the type of information that might be given (in addition to the narrative describing the plan for meeting the targets) follows:

EXAMPLE

Targets for SDB Participation - NAICS Subsector 223

	SDB Percentage of Total Contract Value	SDB Dollars
Total Contract Value- \$1,000,000	25%	\$250,000
SDB Participation by Prime	10%	\$100,000
(Includes joint venture partners and team arrangements)*		
SDB Participation by subcontractors	15%	\$150,000

*Note: FAR Subpart 9.6 defines "Contractor team arrangements" to include two or more companies forming a partnership or joint venture to act as a potential prime contractor, or a potential prime contractor who agrees with one or more companies to have them act as its subcontractors on a specific contract or acquisition program. For purposes of evaluation of the SDB participation factor, FAR 19.1202-4 requires that SDB joint ventures and teaming arrangements at the prime level be presented separately from SDB participation by subcontractors.

(14) **Salary Rate Limitation in Fiscal Year 2001**

Offerors are advised that pursuant to P.L. 106-554, no NIH Fiscal Year 2001 (October 1, 2000 - September 30, 2001) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 106-554 applies only to Fiscal Year 2001 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 106-554 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level I."

* This rate may change periodically. For your information, the rate can be found at:

<http://www.opm.gov/oqa/01tables/execs/es/html/01execsc.htm>

(15) Institutional Responsibility Regarding Conflicting Interests of Investigators

EACH INSTITUTION MUST:

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
 - i) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
 - ii) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;

- iii) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
- iv) the Institution will otherwise comply with the regulations.

Institutional Management of Conflicting Interests

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- i) public disclosure of significant financial interests;
 - ii) monitoring of research by independent reviewers;
 - iii) modification of the research plan;
 - iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
 - v) divestiture of significant financial interests; or
 - vi) severance of relationships that create actual or potential conflicts of interests.
- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

(16) ROTC Access and Federal Military Recruiting on Campus

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

(17) Solicitation Provisions Incorporated by Reference - FAR 52.252-1 (February 1998)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Solicitation provisions are also available on the Internet at <http://www.arnet.gov/far/>. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- (a) Submission of Offers in the English Language, FAR Clause 52.214-34 (April 1991).
- (b) Submission of Offers in U.S. Currency, FAR Clause 52.214-35 (April 1991).
- (c) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8 (October 1997).
- (d) Preaward On-Site Equal Opportunity Compliance Review, (Over \$10,000,000), FAR Clause 52.222-24 (February 1999).

b. **TECHNICAL PROPOSAL INSTRUCTIONS**

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical proposal should be in as much detail as you consider necessary to fully explain your technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken, and it must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) **Technical Discussions**

The technical discussion included in the technical proposal should respond to the items set forth below:

(a) **Statement of Work**

i) **Objectives**

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

ii) **Approach**

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

iii) **Methods**

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

iv) **Schedule**

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

(b) **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

i) **Principal Investigator/Project Director**

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

ii) **Other Investigators**

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

iii) **Additional Personnel**

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

-The specific items or expertise they will provide.

-Their availability to the project and the amount of time anticipated.

-Willingness to act as a consultant.

-How rights to publications and patents will be handled.

iv) **Resumes**

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) Technical Evaluation

Technical proposals will be evaluated in accordance with the factors and weights described in the Technical Evaluation Criteria, Section M of this solicitation.

(3) Additional Technical Proposal Information

- (a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- (b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- (a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- (b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- (c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- (d) Other factors you feel are important and support your proposed research.
- (e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

c. **BUSINESS PROPOSAL INSTRUCTIONS**

(1) **General Information**

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price to determine price reasonableness or cost realism. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

(2) **Proposal Cover Sheet**

The following information shall be provided on the first page of your pricing proposal:

- (a) Solicitation, contract, and/or modification number;
- (b) Name and address of offeror;
- (c) Name and telephone number of point of contact;
- (d) Name, address, and telephone number of Contract Administration Office, (if available);
- (e) Name, address, and telephone number of Audit Office (if available);
- (f) Proposed cost; profit or fee (if applicable), and total;
- (g) The following statement: *By submitting this proposal, we grant the Contracting Officer or authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.*
- (h) Date of submission; and
- (i) Name, title, and signature of authorized representative.

(3) **Information Other than Cost or Pricing Data**

- (a) The offeror shall submit a detailed breakdown of estimated costs by phase, segment, or year in the format prescribed in Section J, attachment entitled Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours.
- (b) The information submitted shall be at the level of detail described below, as applicable.

i) **Direct Labor**

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by individual, and furnish bases for estimates.

ii) **Materials/Supplies**

Provide a consolidated price summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing.

iii) **Subcontracted Items**

Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$550,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.404-3.

iv) **Fringe Benefits**

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

v) **Indirect Costs**

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show budgetary data to provide a basis for evaluating the reasonableness of proposed rate(s), or where a rate agreement exists, provide a copy.

vi) **Equipment**

List any equipment proposed as a direct cost, including description, price, quantity, total price, purchase or lease, and the basis for pricing.

vii) **Travel**

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

viii) **Other Costs**

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

(4) **Qualifications of the Offeror**

- (a) You are requested to submit a summary of your general experience, organizational experience related to this solicitation, performance history and pertinent contracts and grants.

i) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

ii) **Organizational Experience Related to the Solicitation**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this solicitation. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this solicitation.

iii) **Performance History**

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this solicitation.

iv) **Pertinent Contracts**

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this solicitation; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

v) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this solicitation. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important solicitation requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and while not an evaluation factor they are considered in the source selection process.

(5) **Other Administrative Data**

(a) **Property**

- i) It is DHHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government-Furnished Property in the solicitation, the proposal must include comprehensive justification which includes:
 - a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- ii) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- iii) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

(b) **Royalties**

The offeror shall furnish information concerning royalties which are anticipated to be paid in connection with performance of work under the proposed contract.

(c) **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- i) The solicitation number (or other procurement identification number).
- ii) The offeror's name and remittance address, as stated in the offer.
- iii) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- iv) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- v) The offeror's account number and the type of account (checking, savings, or lockbox).
- vi) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- vii) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(d) **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

(e) **Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this solicitation, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

HHSAR 352.232-75, Incremental Funding (January 2001)

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.
- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

(6) **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- (a) Willingness to perform as a subcontractor for specific duties (list duties).
- (b) What priority the work will be given and how it will relate to other work.
- (c) The amount of time and facilities available to this project.
- (d) Information on their cognizant field audit offices.
- (e) How rights to publications and patents are to be handled.
- (f) A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R & D) subcontracts with educational institutions:
<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>.

(7) **Annual Financial Report**

One copy of the offeror's most recent annual report must be submitted as part of the business proposal.

(8) **Representations and Certifications**

One copy of the Representations and Certifications (Section K of this solicitation) shall be completed and signed by an official authorized to bind your organization. A completed copy of the Representations and Certifications is also required for all proposed subcontractors.

(9) **Travel Policy**

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against three factors. The factors in order of importance are: technical, cost, and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, cost/price and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make an award to the offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the solicitation. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the solicitation. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

2. TECHNICAL EVALUATION CRITERIA

The evaluation criteria listed below will be used by the technical evaluation committee when reviewing technical proposals.

- a. **Understanding of the Field** **20 points**

The offeror's understanding and analysis of the proposed project: Evidence of understanding of the current status of the field and the need for the specific items requested in the Statement of Work.
- b. **Technical Approach** **40 points**

Quality of experimental design, including recognition and discussion of anticipated major experimental problems, together with suggested solutions; originality of ideas presented; soundness and feasibility of the procedures proposed.
- c. **Personnel Qualifications** **30 points**

Experience, qualifications, competence, and availability of offeror's investigative team including evidence of significant collaboration among personnel proposed.
- d. **Facilities and Equipment** **10 points**

Facilities and equipment of the organization deemed to be of value to the project. Availability of same to accomplish the objectives of the Statement of Work.

3. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

The extent of participation of small disadvantaged business (SDB) concerns in the performance of this acquisition will not be scored. However, the Government's conclusions about the overall commitment and realism of the offeror's targets for SDB participation will be used in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered to offer the best value to the Government.

Evaluation of SDB participation will be based on the following subfactors:

- a. The extent of commitment to use SDB concerns in performance of the contract.
- b. The complexity and variety of work to be performed by SDB concerns.

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors." Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP No. NIH-DC-01-12

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

NUMBER OF COPIES

PLEASE NOTE: THE TECHNICAL PROPOSAL SHALL BE SENT TO TWO DIFFERENT LOCATIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY.

A. TECHNICAL PROPOSAL ONLY

ORIGINAL* AND 4 COPIES TO:

If hand-delivered or delivery service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
6100 Executive Boulevard, Room 6E01
Rockville, Maryland 20852

If using U.S. Postal Service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

8 COPIES TO:

If hand-delivered or delivery service

Chief
Scientific Review Branch, DER, NIDCD
National Institutes of Health
Room 400C, Executive Plaza South
6120 Executive Boulevard
Rockville, Maryland 20852

If using U.S. Postal Service

Chief
Scientific Review Branch, DER, NIDCD
National Institutes of Health
Room 400C, Executive Plaza South
6120 Executive Boulevard, MSC 7180
Bethesda, Maryland 20892-7180

B. BUSINESS PROPOSAL

ORIGINAL* AND 4 COPIES TO:

If hand-delivered or delivery service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
Room 6E01
6100 Executive Boulevard
Rockville, Maryland 20852

If using U.S. Postal Service

Contracting Officer
Division of Research Acquisition, OLAO/OA/OD
National Institutes of Health
Room 6E01
6100 Executive Boulevard, MSC 7540
Bethesda, Maryland 20892-7540

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING.

NOTE: The U.S. Postal Service's "Express Mail Next Day Service" does not deliver to the Rockville, Maryland addresses. Any package sent to those addresses via the U.S. Postal Service's "Express Mail Next Day Service" will be delivered to the NIH central mail-handling facility for processing. If your proposal is received at the place designated in the solicitation after the exact date and time specified for receipt, it will be considered a "late proposal."

STATEMENT OF WORK

The Neurophysiological Effects of Simulated Auditory Prosthesis Stimulation

1. BACKGROUND

In recent years much has been learned about how the firing patterns of neurons in the cochlear nerve, in the cochlear nucleus, and in more central auditory locations are patterned by the acoustic input to the normal cochlea. To a limited extent these studies have been repeated with electrical stimulation of the auditory nerve in both intact and deafened animals, simulating the activation achieved with an auditory prosthesis.

To increase the effectiveness of multichannel auditory prostheses, it is important to study and more optimally control the spatio-temporal activation patterns of both auditory nerve fibers and more central, synaptically activated auditory system neurons. During the current contract, the investigator has recorded in cats from single auditory nerve fibers during cochlear stimulation and has devised a method of desynchronizing the time-locked firing of these fibers. It is important to prevent time-locked firing of large numbers of fibers to more fully utilize the spatial integration capabilities of more central auditory processing centers and thereby increase the information transfer into the central auditory nervous system.

Continuation of this research will permit the recording of single unit auditory nerve responses under more functional conditions such as the responses to high rate conditioning stimuli. High rate carriers are one of the important factors in the achievement of the clinically successful continuous interleaved stimulation (CIS) system, yet little is known about how they facilitate higher information transfer in cochlear implant users. Another set of experiments will include the use of Michigan multichannel silicon microelectrode probes (or similar probes) to determine the spatial profile of single unit activation across the auditory nerve and to develop methods of improving the selectivity of spatial stimulation from multiple electrode contact sites.

It is anticipated that cochlear implant users will be able to achieve higher information transfer rates and improved understanding of conversations in noisy environments as a result of this research.

Notes to Offerors:

Research on auditory prostheses for deaf individuals is supported by the National Institute on Deafness and Other Communication Disorders (NIDCD). This request for proposals represents a competitive renewal of a research project (Contract #N01-DC-9-2107, University of Iowa) administered by the Neural Prosthesis Program (NPP). It will be coordinated with other research in the NPP including the development of speech processors for auditory prostheses, the feasibility of a central nervous system auditory prosthesis and an investigation into the protective effects of electrical stimulation of the auditory system. Only animal studies will be supported by this contract.

A bibliography of publications and Quarterly Progress Reports from previous and on-going studies supported by the NPP are available on the web: <http://npp.ninds.nih.gov>.

2. OBJECTIVE

The objective of this research is to develop new methods of electrically stimulating the auditory system to improve the information transfer in auditory prostheses. Although this research will support only animal studies, the workscope requires plans for the application of the results to humans.

3. WORK TO BE PERFORMED

Independently, and not as an agent of the Government, the Contractor shall perform neurophysiological studies on the effects of simulated auditory prosthesis stimulation in deaf animals for the purpose of improving present and future auditory prostheses. Although designs for human studies are required, actual human studies shall not be conducted under this contract.

- A. Select an animal model(s) representative of humans with a specific type of deafness (e.g., neonatal onset, adult onset, etc.).
- B. Fabricate or obtain conventional recording electrodes.
- C. Obtain multichannel silicon microelectrode recording probes from your own source and/or up to 25 per year for no charge from the Project Officer.
- D. Using neurophysiological recording techniques in the chosen animal model(s), study the activation of target and, if appropriate, more central auditory system neurons by patterns of electrical stimulation, elicited with suitable configurations of stimulating electrodes, that mimic those used or being considered for use in human auditory prostheses. Utilize the multichannel silicon microelectrode recording probes to assist in determining the spatial activation of auditory nerve fibers.
- E. Based on the results of the above studies, develop new spatio-temporal stimulation techniques that are likely to increase information transfer into the deafened auditory system.
 - 1. Demonstrate increased information transfer by multichannel recording techniques in the animal model.
 - 2. The use of computer models of the anatomical and electrical characteristics of the relevant portions of the auditory system is encouraged, but not required.
- F. If the contractor does not have expertise in developing and testing auditory prostheses in humans, establish a collaboration with a research group that has such expertise.
 - 1. Design safe protocols for evaluation of the new stimulation techniques in humans with percutaneous connectors and if feasible, in humans with transcutaneous radio-frequency transmission systems.
 - 2. If sufficient animal data does not exist to determine the safety of the new techniques, administered on a chronic basis, discuss possible future animal experiments by other investigators to establish the safe limits.
- G. In the performance of this contract, the Contractor shall coordinate its experimental program, through the Project Officer, with results of experimental findings developed by other collaborators in the Neural Prosthesis Program.

4. REQUIRED REPORTS/DELIVERABLES

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit to the Government the following reports/deliverables in the manner and number specified below:

- A. Quarterly Progress Report

The Quarterly Progress Report, plus abstract, shall consist of a description of the work performed during the quarter and the anticipated work plan for the coming quarter. The first reporting period consists of the first full quarter of performance including any fractional part of the initial month. Thereafter, the reporting period shall consist of three full calendar months. The report shall be submitted within 30 calendar days of the end of each quarter of the contract. A Quarterly Report is not due for the final quarterly period of the contract. One copy of each Quarterly Progress Report shall be submitted to the Project Officer and to the Contracting Officer by e-mail (addresses will be provided at the time of the award) in a format compatible with the computer system used by NIDCD. The Contractor shall coordinate the hardware/software compatibility with the Project Officer before submitting reports. (The Quarterly Progress Reports will be posted on the Neural Prosthesis Program web page and will be available to the public. Proprietary information may be withheld after approval by the Project Officer.)

B. Final Report

The Final Report shall briefly summarize the findings of the studies performed under the contract and should include both positive and negative results. It should also include recommendations for future research and development in the area. Reprints of articles published that describe work performed under the contract and references to previous Quarterly Reports should be cited to provide details of the studies. Copies of all published articles supported by the contract, but not copies of Quarterly Progress Reports, shall be included with the Final Report. The Final Report should also include research results from the last quarter of the contract. One copy of the Final Report shall be submitted to the Project Officer and to the Contracting Officer by e-mail (addresses will be provided at the time of the award) on or before the expiration date of the contract in a format compatible with the computer system used by NIDCD. (The Final Report will be posted on the Neural Prosthesis Program web page and will be available to the public. Proprietary information may be withheld after approval by the Project Officer.)

5. REQUIRED TRAVEL

The Contractor shall travel to Bethesda, Maryland on an annual basis to present recent findings of the studies performed under the contract at the annual Neural Prosthesis Workshop. (Offerors should estimate one person traveling for three days for each workshop.)

INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING
INSTRUCTIONS FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS, NIH(RC)-4

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract, shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.
- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.

- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (I) **Incurred Cost - Current** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (j) **Incurred Cost - Cumulative** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
- (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$5,000 or more and having an expected service life of more than one year, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
 - The item number for the specific piece of equipment listed in the Property Schedule.
 - The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.
 - Be preceded by an asterisk (*) if the equipment is below the approval level.
 - (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
 - (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.
 - (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.

- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The Contracting Officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

FINANCIAL REPORTING INSTRUCTIONS:

These instructions are keyed to the Columns on the sample invoice/financing request.

Column A--Expenditure Category - Enter the expenditure categories required by the contract.

Column B--Cumulative Percentage of Effort/Hrs.-Negotiated - Enter the percentage of effort or number of hours agreed to for each employee or labor category listed in Column A.

Column C--Cumulative Percentage of Effort/Hrs.-Actual - Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

Column D--Incurred Cost-Current - Enter the costs, which were incurred during the current period.

Column E--Incurred Cost-Cumulative - Enter the cumulative cost to date.

Column F--Cost at Completion - Enter data only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column G-- Contract Amount - Enter the costs agreed to for all expenditure categories listed in Column A.

Column H--Variance (Over or Under) - Show the difference between the estimated costs at completion (Column F) and negotiated costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications: Any modification in the amount agreed to for an item since the preceding report should be listed in the appropriate cost category.

Expenditures Not Negotiated: An expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above.

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH Division of Research Acquisition, OLAO/OA/OD Room 6E01 6100 Executive Boulevard, MSC 7540 Bethesda, Maryland 20892-7540</p> <p>(e) Payee's Name and Address ABC CORPORATION 100 Main Street Anywhere, USA zip code</p> <p>Attn: Name, Title, & Phone Number of Official to Whom Payment is Sent</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. _____</p> <p style="padding-left: 40px;">Effective Date _____</p> <p>(f) Total Estimated Cost _____</p> <p>(g) Total Fixed Fee _____</p>																																																																																																																																																												
<p>(h) This invoice/financing request represents reimbursable costs for the period from _____ to _____</p>																																																																																																																																																													
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<p>I certify that all payments are for appropriate purposes and in accordance with the contract.</p> <p style="text-align: center;"> </p> <p style="text-align: center;"> (Name of Official) (Title) </p> <p>* Attach details as specified in the contract</p>																																																																																																																																																													

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER : _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT (Breakout Options):

\$ _____ \$ _____

Base Year

Option #1

\$ _____

\$ _____

\$ _____

Option #2

Option #3

Option #4

TOTAL MODIFICATION AMOUNT (If Applicable): _____

TOTAL TASK ORDER AMOUNT (If Applicable): _____

PERIOD OF CONTRACT PERFORMANCE

(Month, Day, Year): _____

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (Check One)

- ___ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- ___ Master plan (Goals developed for this contract; all other elements standard and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval).
- ___ Commercial product/service plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated on a company, division, plant or product line basis reflecting projected annual sales for commercial and non-commercial items. Must be renewed annually and Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for Small Business Concerns (SB), Small Disadvantaged Business Concerns (SDB), Women-Owned Small Business Concerns, (WOSB), Historically Underutilized business Zone (HUBZone), Veteran-Owned Small Business Concerns (VOSB), and Other than Small Business Concerns (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (Break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of **ALL** planned subcontracting, i.e., with ALL types of concerns under this contract, is \$_____.
- b. Total estimated dollar value and percent of planned subcontracting with **SMALL BUSINESS CONCERNS** (includes SDB, WOSB, and HUBZone): (% of "a")
\$_____ and _____%
- c. Total estimated dollar value and percent of planned subcontracting with **SMALL DISADVANTAGED BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- d. Total estimated dollar value and percent of planned subcontracting with **WOMEN-OWNED SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- e. Total estimated dollar value and percent of planned subcontracting with **HUBZone SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- f. Total estimated dollar value and percent of planned subcontracting with **VETERAN-OWNED SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%
- g. Total estimated dollar value and percent of planned subcontracting with **OTHER THAN SMALL BUSINESS CONCERNS**: (% of "a")
\$_____ and _____%

- h. Provide a description of ALL the products and/or services, to be subcontracted under this contract, and indicate the types of businesses supplying them: [i.e. (OTHER), (SB), (SDB), (WOSB), (HUBZone), (VOSB)].

TYPE OF BUSINESS

(Check all that Apply)

Subcontracted Product/Service	OTHER	SB	SDB	WOSB	HUBZone	VOSB

- i. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns were determined and how the capabilities of these concerns were considered for subcontract opportunities. Identify any source lists or other resources used in the determination process.

(Attach additional sheets, if necessary)

- j. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above.
(Check one)

- k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, and women-owned, HUBZone, and veteran-owned small business concerns.

3. Program Administrator

Name, title, and position within the corporate structure as well as duties and responsibilities of the employee who will administer the contractor's subcontracting program.

NAME:

TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned, HUBZone and veteran-owned small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing;
- b. Developing and maintaining bidders lists of small, small disadvantaged, women-owned, HUBZone and veteran-owned small business concerns from all possible sources.
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists.
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, women-owned, HUBZone and veteran-owned small businesses;
- e. Using various sources for the identification of small, small disadvantaged, and women-owned, HUBZone and veteran-owned small business concerns to include the SBA's PRONET System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Data Base, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce, and Federal Agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.
- h. Ensuring small, small disadvantaged, women-owned, HUBZone and veteran-owned small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;

- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;
- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies, and;
- m. Other duties _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, women-owned, HUBZone and veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1) Contacting minority and small business trade associations;
 - 2) Contacting business development organizations and local chambers of commerce;
 - 3) Attending small, small disadvantaged, women-owned, HUBZone and veteran-owned small business procurement conferences and trade fairs;
 - 4) Requesting sources from the Small Business Administration's (SBA) PRONET, and, and other SBA resources, and;
 - 5) Conducting market surveys to identify new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1) Presenting workshops, seminars, and training programs;
 - 2) Establishing, maintaining, and using small, small disadvantaged, women-owned, HUBZone and veteran-owned small business source lists, guides, and other data for soliciting subcontracts, and;
 - 3) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Additional efforts: _____

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (FAR 19.704(a)(4)).

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) Submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294	4/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

Special instructions for commercial products plan: SF-295 Report is due on 10/30 each year for the previous fiscal year ended 9/30.

ADDRESSES

(a) SF-294 to be submitted to: cognizant Contracting Officer

(b) SF-295 to be submitted to cognizant Contracting Officer and to the following office:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

(c) Submit "info" copy to SBA Commercial Market Representative (CMR); call SBA at (202) 205-6475 to locate CMR.

7. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. Small, small disadvantaged, women-owned, HUBZone and veteran-owned small business concerns source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, small disadvantaged, women-owned, HUBZone and veteran-owned small business sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited; and (6) the reason for the failure of solicited small, small disadvantaged, women-owned, and HUBZone small business concerns to receive the subcontract award;
- d. Records to support other outreach efforts, e.g. contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements, and;
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- g. Additional records:_____

SIGNATURE PAGE

THIS SUBCONTRACTING PLAN WAS SUBMITTED BY :

CONTRACTOR: _____

CONTRACTOR SIGNATURE: _____

TYPED NAME: _____

TITLE: _____

DATE PREPARED: _____

THIS PLAN (Check One): ☐ **INDIVIDUAL** ☐ **MASTER** ☐ **COMMERCIAL**

IS ACCEPTED BY:

FEDERAL AGENCY: _____

FEDERAL CONTRACTING
OFFICER SIGNATURE: _____

TYPED NAME: _____

DATE: _____

HHSAR 352.223-70, SAFETY AND HEALTH (JANUARY 2001)

- (a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State and local laws and regulations applicable to the work being performed under this contract. These laws are implemented and/or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration and other agencies at the Federal, State and local levels (Federal, State and local regulatory/enforcement agencies).
- (b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer in conjunction with the project or other appropriate officer, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, an equitable adjustment will be made in accordance with the applicable "Changes" Clause set forth in this contract.
- (c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; and/or damage to property incidental to work performed under the contract and all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.
- (d) If the Contractor fails or refuses to comply promptly with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any stop work order shall be subject to a claim for extension of time or costs or damages by the Contractor.
- (e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

(End of clause)

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a cost-reimbursement contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. Initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> G Prime Congressional District, if known: _____ </div> <div style="width: 45%;"> G Subawardee Tier_____, if known: _____ </div> </div>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))	b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI): SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$_____ G actual G planned	13. Type of Payment (check all that apply): G a. retainer G b. one-time fee G c. commission G d. contingent fee G e. deferred G f. other; specify: _____	
12. Form of Payment (check all that apply): G a. cash G b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form--LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (Solicitation) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "Solicitation-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD	Solicitation/CONTRACT NUMBER		
PROJECT TITLE (Title or Solicitation or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR	PLACE OF PERFORMANCE (Full address including ZIP)		
TYPE OF CONTRACT PROPOSED <input checked="" type="checkbox"/> COST-REIMBURSEMENT <input checked="" type="checkbox"/> FIXED PRICE <input checked="" type="checkbox"/> COST-PLUS-FIXED-FEE <input checked="" type="checkbox"/> OTHER			
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget)	PROPOSED STARTING DATE		
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)			
NAME AND TITLE OF PRINCIPAL INVESTIGATOR	SOCIAL SECURITY NO.	EST. HOURS WEEKLY	AREA CODE/TEL.NO.
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS		AREA CODE/TELEPHONE NUMBER	
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS		AREA CODE/TELEPHONE NUMBER	
DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO Institution's General Assurance re: Human Subjects DATE APPROVED _____ <input checked="" type="checkbox"/> PENDING Institution's Review Board's Approval of this Proposal DATE APPROVED _____ <input checked="" type="checkbox"/> PENDING An example of the informed consent for this study is enclosed <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO A Clinical Protocol is enclosed <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE Solicitation (Use attachment if necessary)			
ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		NUMBER OF EMPLOYEES CURRENTLY EMPLOYED	
		DOLLAR VOLUME OF BUSINESS PER ANNUM	
		THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)	
FOR THE INSTITUTION			
SIGNATURE OF PRINCIPAL INVESTIGATOR		SIGNATURE OF BUSINESS REPRESENTATIVE	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	
EMPLOYER IDENTIFICATION NUMBER		DATE OF OFFER	

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

CONTACT POINTS

Complete the following and return with the BUSINESS PROPOSAL.

Name, Title and Address* of Business Representative.

_____ Name	_____ Telephone Number
_____ Institutional Title	_____ FAX Number
_____ Institutional Office	_____ E-Mail Address
_____ Institution Name	
_____ **Street Address	
_____ City, State	_____ Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

_____ Name	_____ Telephone Number
_____ Institutional Title	_____ FAX Number
_____ Institutional Division, etc.	_____ E-Mail Address
_____ **Street Address	
_____ City, State	_____ Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.

**Please use actual street address, not P.O. Box.

TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS

DIRECT LABOR:

<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Year 1</u> (Hours/Effort)	<u>Year 2</u> (Hours/Effort)	<u>Year 3</u> (Hours/Effort)	<u>Year 4</u> (Hours/Effort)	<u>Total</u>

Total Hours	_____	_____	_____	_____	_____
<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL <u>DIRECT</u> COST:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Specific Instructions:

1. Do not include any individual salary information
2. Do not include any indirect cost or fee.
3. Do not submit the total amount of proposal.
4. Submit this information as a portion of the Technical Proposal.

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS

INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The instructions contain the requirements for proper submission of pricing information.
2. This format has been prepared as a universal guideline for solicitations. It may require modification to meet the specific requirements of this solicitation or the offeror's accounting system. If the statement of work is broken down into discrete phases, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.

Date: _____

<u>COST ELEMENT</u>	Year 1	Year 2	Year 3	Year 4	Total
<u>DIRECT LABOR:</u>					
<u>Labor Category</u>	<u>Rate</u>	<u>Hours/Effort</u> <u>Amount</u>	<u>Hours/Effort</u> <u>Amount</u>	<u>Hours/Effort</u> <u>Amount</u>	<u>Hours/Effort</u> <u>Amount</u>
(Title and Name-- use additional pages as necessary)					

<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIALS/SUPPLIES:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FRINGE BENEFIT COST:</u> (if applicable)					
__ % of Direct Labor Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>INDIRECT COST:</u> __ % of Total Direct Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>FEE:</u> (if applicable)					
__ % of Total Est. Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>GRAND TOTAL ESTIMATED</u> <u>COST (PLUS FIXED FEE)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SUMMARY OF RELATED ACTIVITIES

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals* in this proposal.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals*.

Professional's Name and Title/Position: _____

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
-------------	-----------------------	------------------------------

- 1.
- 2.
- 3.
- 4.

NOTE: This Notice is for the Technical Evaluation Review Group who will be reviewing the proposals submitted in response to this RFP. THE OFFEROR SHALL PLACE A COPY OF THIS NOTICE BEHIND THE TITLE PAGE OF EACH COPY OF THE TECHNICAL PROPOSAL.

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in HHSAR 352.215-1.

- (f) If authorized in agency implementing regulations, agencies may release proposals outside the Government for evaluation, consistent with the following:
 - (1) Decisions to release proposals outside the Government for evaluation purposes shall be made by the agency head or designee;
 - (2) Written agreement must be obtained from the evaluator that the information (data) contained in the proposal will be used only for evaluation purposes and will not be further disclosed;
 - (3) Any authorized restrictive legends placed on the proposal by the prospective Contractor or subcontractor or by the Government shall be applied to any reproduction or abstracted information made by the evaluator;
 - (4) Upon completing the evaluation, all copies of the proposal, as well as any abstracts thereof, shall be returned to the Government office which initially furnished them for evaluation; and
 - (5) All determinations to release the proposal outside the Government take into consideration requirements for avoiding organizational conflicts of interest and the competitive relationship, if any, between the prospective Contractor or subcontractor and the prospective outside evaluator.
- (g) The submitter of any proposal shall be provided notice adequate to afford an opportunity to take appropriate action before release of any information (data) contained therein pursuant to a request under the Freedom of Information Act (5 U.S.C. 552); and, time permitting, the submitter should be consulted to obtain assistance in determining the eligibility of the information (data) in question as an exemption under the Act. (See also Subpart 24.2, Freedom of Information Act.)